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BAA: ABC 10/16/96 App No 3462

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RECEIVED
ALCOHOLIC BEVERAGE
CONTROL DIVISION

1 of 7

VOLUNTARY AGREEMENT

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Application #34622

License #23421

Location: 2002-2004 18th Street, NW

The applicant, NCS, Inc. (T/A New Columbia Station), seeking a Retail Class CR license to operate as a bona fide restaurant as defined in the D.C. Code SS25-103(14) and (25), voluntarily agrees to the following conditions of operation in order to ensure the peace, order, quiet, health and safety of the surrounding neighborhood:

1. General Conditions of Operation

A. Entertainment

- i. At no time and under no circumstances will live music be performed in the establishment.
- ii. Music will not be an advertised feature of the establishment.
- iii. Music will be limited to those of recordings which will serve as a background atmospheric feature of the establishment.
- iv. The establishment will not employ or allow a person or persons to function as a "disk jockey" or "DJ" (i.e., an entertainer who programs or announces musical selections).
- v. Dancing will not be allowed in the establishment.

B. Sound and Vibration Control

- i. No sound or vibration resulting from the operation of the establishment will be audible or felt outside the confines of 2002-2004 18th Street, N.W.

This includes:

- a. All windows, walls, skylights, floors, and ceilings (including the roof) of the building will be soundproofed. Measures will be in a manner consistent with the letter (attached) from James David Watt to Eric Hirshfield. This further includes bricking-up the windows at the rear of the building.
 - b. Windows at the front of the building will be closed and secured no later than 11 p.m. each night.
 - c. The entryway will consist of inner and outer doors separated by a vestibule. These doors will not be propped open in any manner.
- ii. Roof-mounted mechanical systems and vents will be directed towards the 18th Street side of the premises. The operation of this equipment will be acoustically shielded so that the machinery will not be significantly audible to nearby residents.

C. *Crowd Control*

- i. The establishment will provide personnel to control patrons entering, waiting to enter, or leaving the premises and will actively discourage loitering at its premises, especially at closing times.
- ii. Patrons will not be permitted to leave the premises (i.e., beyond the confines of the building and any outdoor seating) carrying drink glasses or bottles.
- iii. No pay telephone will be placed on the exterior of the establishment.

D. *Outdoor Seating and Service (i.e., Sidewalk Cafe)*

- i. Accommodations for no more than eight (8) persons will be provided on the 18th Street sidewalk in front of 2002-2004.
- ii. Service and operation of the sidewalk cafe portion of the establishment will close nightly at 11 p.m.
- iii. At no time will the operation of the sidewalk cafe be allowed to block or otherwise impede pedestrian traffic on 18th Street.

E. *Overall Hours of Operation*

- i. The establishment will operate Monday through Thursday from 5:30 p.m. through 2 a.m. the following morning; Friday from 5:30 p.m. to 4 a.m. the following morning; Saturday from 11 a.m. to 4 a.m. the following morning; and, Sunday from 11 a.m. to 2 a.m. the following morning.

F. *Venting*

- i. All kitchen vents will be directed towards 18th Street and directed away from nearby residences.

G. *Roof Drainage*

- i. The roof will be maintained in such a way as to ensure that drainage will at no time threaten to flood any adjacent property. It is understood that the owner of the property has the ultimate responsibility in this regard.

H. *Trash Removal and Health Safety*

- i. Should the operators of New Columbia Station obtain usage of the alley on the property of 2006-2010 18th Street, NW for the removal of any and all trash, the establishment will:
 - a. Clear and maintain the alley free of debris

and weeds;

- b. Maintain closed trash receptacles;
- c. Hose down and disinfect the area daily and take other steps as necessary to eliminate odor from the area;
- d. Dispose of trash in the receptacles no later than 11 p.m. on Sunday nights through Thursday nights and no later than midnight on Friday and Saturday nights;
- e. Have trash picked up by a hauling company at hours and with frequencies in full compliance with District ordinances; and
- f. Bait the area for rats.

ii. If the aforementioned alley is not available for use by New Columbia Station, all trash will remain inside the premises until shortly before pick-up at the front of the building.

2. Posting of this Voluntary Agreement

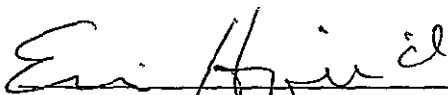
- i. Operators of the establishment shall inform all employees of the above terms and of their responsibility to comply with these terms.
- ii. Operators of the establishment shall permanently post a copy of this agreement on the premises where all employees will be able to take notice.

3. Effect of Voluntary Agreement

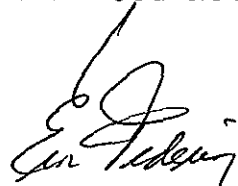
- i. The terms and conditions of this voluntary agreement shall remain in effect for the life of the license.
- ii. Failure of the applicant to comply with any and all of the terms of this agreement shall constitute a breach of the voluntary agreement and shall serve as

grounds for a show-cause hearing initiated pursuant to District of Columbia Alcoholic Beverage Control Regulations at Vol. 35, No. 26, Section 1513.5 (June 24, 1988).

signed and dated:

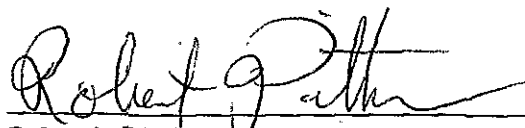

Eric Hirshfield
NCS, Inc.
2002-2004 18th Street, NW

10-14-96
date


Eric Federling
President
Vernon House Condominium Assn.
1811 Vernon Street, NW

10-14-96
date

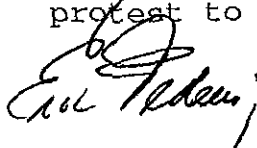
witnessed by:


Robert Pittman
Commissioner, ANC 1C

10-14-96
date

The following statement, extracted from a letter dated 12/9/96 written by the Vernon House to the ABC Board, is hereby added:

The Vernon House Condominium (Protestant) withdraws its former protest to the issuance of a liquor license to this Applicant.

 1-10-97

Eric Hirshfield 1-10-97